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27 of San Francisco

28 UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

29 In re  
30 THE ROMAN CATHOLIC ARCHBISHOP  
31 OF SAN FRANCISCO,  
32  
33 Debtor and  
34 Debtor in Possession.

35 Case No. 23-30564  
36 Chapter 11  
37 [No Hearing Requested]

38 STIPULATED STANDSTILL AGREEMENT [11 U.S.C § 1121(d)]

1 This standstill agreement (the “Standstill Agreement”) is made and entered into by and  
2 among The Roman Catholic Archbishop of San Francisco, the debtor and debtor in possession (the  
3 “RCASF” or the “Debtor”) and the Official Committee of Unsecured Creditors (the “Committee”).

4 **I. RECITALS**

5 WHEREAS, pursuant to section 1121(d) of title 11 of the United States Code, the period  
6 during which the Debtor has the exclusive right to file a chapter 11 plan will expire on February 20,  
7 2025.

8 NOW THEREFORE, THE PARTIES, BY AND THROUGH THEIR RESPECTIVE  
9 UNDERSIGNED COUNSEL, HEREBY STIPULATE AND AGREE AS FOLLOWS:

10 1. The “Standstill Period” is a period starting on February 20, 2025, and ending on the  
11 earlier of August 20, 2025, or 45 days after the date the Debtor or the Committee send a notice of  
12 termination by email to the other party to this Standstill Agreement.

13 2. The Debtor and the Committee shall not file or solicit a plan of reorganization during  
14 the Standstill Period.

15 3. This Standstill Agreement shall be binding on the Debtor, the Committee, and their  
16 undersigned counsel, as applicable.

17 4. This Standstill Agreement shall become effective upon execution by counsel for the  
18 Debtor and counsel for the Committee; provided however, that notwithstanding Bankruptcy Rule  
19 6004(h), any order approving this stipulation shall be immediately effective and enforceable upon  
20 its entry.

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1           5. This Court shall retain jurisdiction to hear and determine all matters arising from or  
2 relating to the implementation, interpretation, and/or enforcement of this Standstill Agreement.

3 ***STIPULATED AND AGREED TO BY:***

4 Dated: February 18, 2025

FELDERSTEIN FITZGERALD  
WILLOUGHBY PASCUZZI & RIOS LLP

By /s/ Paul J. Pascuzzi

Paul J. Pascuzzi

Attorneys for Debtor and Debtor in Possession  
The Roman Catholic Archbishop of San Francisco

9 Dated: February 18, 2025

PACHULSKI STANG ZIEHL & JONES LLP

By /s/ Brittany M. Michael

Brittany M. Michael

Counsel for the Official Committee of Unsecured  
Creditors